



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Agreement With Housing Authority of the County of San Joaquin for Mortgage Credit Certificate Program

MEETING DATE: March 4, 1992

PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council adopt Resolution No. 92-42 approving the agreement between the City of Lodi and the Housing Authority of the County of San Joaquin to provide for the implementation of the Mortgage Credit Certificate Program in the City of Lodi.

BACKGROUND INFORMATION: The Mortgage Credit Certificate Program will provide substantial tax benefits to qualified first-time home buyers at no cost to the City. Representatives of the County's Housing Authority will be in attendance at Wednesday night's meeting to review this program and answer any questions Councilmembers may have. A copy of the agreement is attached (Exhibit A).

FUNDING: None required

Respectfully submitted,

Thomas A. Peterson
City Manager

TAP :br

Attachment

CCCOM444/TXTA.07A

APPROVED. _____

THOMAS A. PETERSON
City Manager



EXHIBIT A

ROUGH DRAFT

**COOPERATIVE AGREEMENT BETWEEN
THE HOUSING AUTHORITY AND THE
CITY OF LODI**

THIS COOPERATIVE AGREEMENT (the "Cooperative Agreement") is made and entered into as of _____, 1992, by and between the Housing Authority of the County of San Joaquin (the "Housing Authority"), and the City of Lodi (the "City").

WITNESSES THAT:

WHEREAS, the Tax Reform Act of 1984 established the Mortgage Credit Certificate Program (hereinafter referred to as the "MCC Program") as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, the Housing Authority and the City have heretofore determined to engage in an MCC Program pursuant to Section 50197, et. seq. of the Health and Safety Code of the State of California (the "Act") in order to assist individual home purchasers in the City of Lodi to afford both new and existing homes within the statutory limits as provided for in said Act; and

WHEREAS, in furtherance of the MCC Program, the Housing Authority has authorized its staff to apply to the California Debt Limit Allocation Committee (CDLAC) for a mortgage bond allocation in the amount of \$10,000,000, to be traded for authority to issue Mortgage Credit Certificates in a face amount of \$2,500,000 (based upon the 4:1 trade-in value of bond allocation); and

WHEREAS, it is expected that the application for the MCC Program will be subsequently acted upon by CDLAC at its next regular meeting; and

WHEREAS, the City and the Housing Authority wish to cooperate with one another pursuant to the Act in the exercise of their powers under the Act for the purposes of the MCC Program; and

WHEREAS, the Housing Authority has the capacity both to issue bonds and to establish and administer an MCC Program; and

WHEREAS, the Housing Authority intends to administer an MCC Program in the County, and the City desires that the Program be applicable to eligible real property in the City.

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NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided, the parties hereto agree as follows:

SECTION 1: The words and phrases of this Cooperative Agreement shall, for all purposes hereof unless otherwise defined herein, have the meanings assigned to such words and phrases in the Act.

SECTION 2: The Housing Authority shall staff a program for the effective administration of an MCC Program within the geographical boundaries of the City. The Housing Authority shall cooperate with local real estate and lending institutions in order to maintain their participation in securing applications from eligible applicants for review and approval by Housing Authority representatives on behalf of the Housing Authority and the County.

SECTION 3: Nothing in this Cooperative Agreement shall prevent the Housing Authority from entering into one or more similar agreements with the County of San Joaquin and other municipalities within the County, if deemed necessary and advisable to do so by the Housing Authority, so long as such other agreements are not inconsistent with this Agreement.

SECTION 4: This Cooperative Agreement may be amended by one or more supplemental agreements executed by the Housing Authority and the City at any time as long as those amendments comply with State and Federal MCC Program regulations.

SECTION 5: This agreement may be terminated by either party upon 90 days' written notice delivered to the other party. The term of this agreement shall extend until such termination by written notice or until the mortgage credit certificates issued from the allocation assigned in Section 3 hereof are fully retired, or shall terminate should an allocation not be received from CDLAC.

SECTION 6: The City agrees to undertake such further proceedings or actions as may be necessary to carry out the terms and intent of this Cooperative Agreement as expressed in the recita; provided, however, that nothing in this Cooperative Agreement shall require the City to appropriate any funds to the Housing Authority for services under this Cooperative Agreement. Funds for the administration of the MCC Program shall be derived by the Housing Authority from the fees paid by the MCC applicants.

SECTION 7: Nothing contained herein shall be interpreted to impose a relationship of partners or joint ventures between the City and the Housing Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunder duly authorized, and their

officials' seals to be hereto affixed, all as of the day first above written.

City of Lodi,
a municipal corporation

ATTEST
Clerk of City of Lodi

By _____

Mayor

"City"

By _____
Deputy Clerk

APPROVED AS TO FORM:

City Attorney

By _____
Chief Deputy City Attorney

HOUSING AUTHORITY OF THE
COUNTY OF SAN JOAQUIN

ATTEST

By _____

David R. Ward, Secretary

"Housing Authority"

APPROVED AS TO FORM:

WILSON, HOSLETT & WHITRIDGE

By _____
Al Warren Hoslett
Attorneys for Housing
Authority

RESOLUTION NO. 92-42

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A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE AGREEMENT BETWEEN THE CITY OF LODI
AND THE HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
TO PROVIDE FOR THE IMPLEMENTATION OF THE MORTGAGE CREDIT
CERTIFICATE PROGRAM IN THE CITY OF LODI.

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WHEREAS, implementation of the Mortgage Credit Certificate Program in the City of Lodi will provide substantial tax benefits to qualified first-time home buyers at no cost to the City;

NOX, THEREFORE, BE IT RESOLVED, that the Lodi City Council hereby approves an Agreement (Exhibit A) between the City of Lodi and the Housing Authority of the County of San Joaquin to provide for the implementation of the Mortgage Credit Certificate Program in the City of Lodi.

Dated: March 4, 1992

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I hereby certify that Resolution No. 92-42 was passed and adopted by the Lodi City Council in a regular meeting held March 4, 1992 by the following vote:

Ayes: Council Members - Hinchman, Pennino, Sieglock, Snider
and Pinkerton (Mayor)

Noes: Council Members - None

Absent: Council Members - None


Alice M. Reimche
City Clerk

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WHEREAS, the Housing Authority intends to administer an MCC Program in the County, and the City desires that the Program be applicable to eligible real property in the City.

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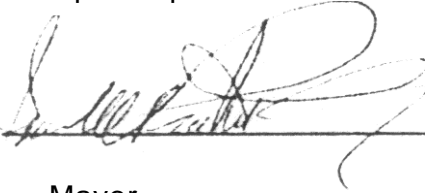
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunder duly authorized, and their

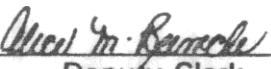
officials' seals to be hereto affixed, all as of the day first above written.

City of Lodi,
a municipal corporation

ATTEST:
Clerk of City of Lodi

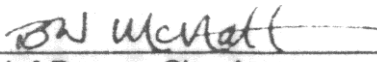
By 
Mayor

"City"

By 
Deputy Clerk

APPROVED AS TO FORM:

City Attorney

By 
~~Chief Deputy City Attorney~~

HOUSING AUTHORITY OF THE
COUNTY OF SAN JOAQUIN

ATTEST:

David R. Ward, Secretary

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APPROVED AS TO FORM:

WILSON, HOSLETT & WHITRIDGE

By _____
Al Warren Hoslett
Attorneys for Housing
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